

RESOLUTION NO. 2012 - 02

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3           **A RESOLUTION OF THE MAYOR AND CITY**  
4           **COMMISSION OF THE CITY OF HALLANDALE BEACH,**  
5           **FLORIDA, AUTHORIZING THE CITY MANAGER TO**  
6           **EXECUTE AN INTERLOCAL AGREEMENT BETWEEN**  
7           **THE CITY OF HALLANDALE BEACH ("CITY") AND THE**  
8           **HALLANDALE BEACH COMMUNITY REDEVELOPMENT**  
9           **AGENCY ("HBCRA") PROVIDING PROFESSIONAL**  
10           **SERVICES FROM THE CITY TO THE HBCRA; AND**  
11           **PROVIDING AN EFFECTIVE DATE.**  
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13           **WHEREAS**, Section 163.01 Florida Statutes authorizes the entering of Interlocal  
14 Agreements between public entities; and  
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16           **WHEREAS**, the City and the HBCRA are desirous of entering into an Interlocal  
17 Agreement by which the City will provide professional services to the HBCRA, to include,  
18 but not limited to, administrative, personnel, engineering, finance, legal, purchasing,  
19 public works and planning; and  
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21           **WHEREAS**, the parties have negotiated an Interlocal Agreement, attached as  
22 Exhibit A, which requires the CITY to provide said services and the HBCRA to  
23 compensate the CITY a flat annual fee for services provided; and  
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25           **WHEREAS**, the City Administration has determined that it is in the best interest  
26 of the CITY to assist the HBCRA in maintaining and revitalizing the HBCRA area as a  
27 visibly attractive, economically viable and socially desirable area of the CITY, and that  
28 providing the professional services will assist the HBCRA in accomplishing the CITY's  
29 goals; and  
30

31           **WHEREAS**, the Mayor and City Commission believe that the Interlocal  
32 Agreement is in the best interest of the City.  
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34           **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY**  
35           **COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA:**  
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37           **SECTION 1. City Manager Authorization.** The Mayor and City Commission  
38 hereby authorize the City Manager to execute an Interlocal Agreement, in substantially  
39 the same form as the agreement attached to this resolution as Exhibit A, to provide  
40 professional services to the HBCRA.

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42           **SECTION 2. Effective Date.** This Resolution shall take effect immediately  
43 upon its passage and adoption.

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45           APPROVED AND ADOPTED this 18<sup>th</sup> day of January, 2012

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MAYOR-COMMISSIONER

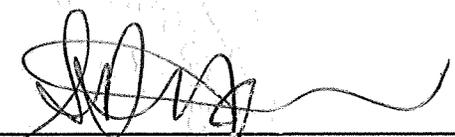
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ATTEST:

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SHEENA JAMES, CITY CLERK

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Approved as to Legal Sufficiency and Form

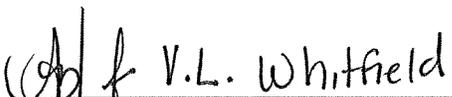
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 V.L. Whitfield 1-23-12  
V. LYNN WHITFIELD, ESQ.  
CITY ATTORNEY

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	VOTE
	AYE/NAY
Mayor Cooper	<input checked="" type="checkbox"/>
Vice Mayor Sanders	<input checked="" type="checkbox"/>
Comm. Lewy	<input checked="" type="checkbox"/>
Comm. London	<input checked="" type="checkbox"/>
Comm. Ross	<input checked="" type="checkbox"/>

EXHIBIT A

INTERLOCAL AGREEMENT BETWEEN CITY OF HALLANDALE BEACH  
AND HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY  
FOR CITY SERVICES

**THIS INTERLOCAL AGREEMENT**, effective as of October 1, 2011, is made and entered into by and between the City of Hallandale Beach, Florida a municipal corporation (hereinafter referred to as "CITY" or "the CITY" and the Hallandale Beach Community Redevelopment Agency, a public agency and corporate of the State of Florida and a community redevelopment agency created pursuant to Chapter 163, Part III, Florida Statutes, (hereinafter referred to as "HBCRA").

**WHEREAS**, by the enactment of an Ordinance of # 96-25 and effective December 27, 1996 the City Commission of the City of Hallandale Beach, Florida created a community redevelopment trust fund for the community redevelopment area as provided in Section 163.387, Florida Statutes;

**WHEREAS**, the City Commission initially adopted a community redevelopment plan on September 17, 1996, pursuant to a resolution of City Commission ("the Plan"); and

**WHEREAS**, pursuant to a resolution dated September 17, 1996, Broward County, as a home rule charter county, through Resolution No. 96-0698, delegated authority to establish a HBCRA to the City of Hallandale Beach subject to the Broward County Commission Board's Review and approval of the Community Redevelopment Area Plan.

**WHEREAS**, the CITY and the HBCRA are keenly interested in maintaining and revitalizing the HBCRA area as a visibly attractive, economically viable, and socially desirable area of the CITY; and

**WHEREAS**, on November 26, 1996, Broward County adopted a resolution approving the HBCRA Plan; and

**WHEREAS**, the Redevelopment Trust Fund was established by City Commission Ordinance # 19-25, and effective December 27, 1996; and

**WHEREAS**, the CITY has professional staff employed by City; and

**WHEREAS**, CITY staff time and expertise in various matters, including administration, personnel, engineering, finance, law, purchasing, public works and planning, can be beneficially utilized in the planning and implementation of the Plan; and

**WHEREAS**, the City is willing to make available to the HBCRA, in accordance with the terms and conditions set forth in this Agreement, professional staff and administrative support;

**NOW, THEREFORE**, in consideration of the mutual promises and conditions contained in this Agreement and other good and valuable consideration, the receipt of which is acknowledged, CITY and HBCRA agree as follow:

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**ARTICLE 1**

**PREAMBLE**

In order to establish the background, context and frame of reference for this Agreement and to generally express the objective and intentions of the respective parties herein, the following statement, representations and explanations shall be accepted as predicates for the undertaking and commitments including within the provisions which follow and may be relied upon by the parties as essential elements of the mutual consideration upon which this Agreement is based.

**ARTICLE 2**

**SERVICES**

The City agrees to perform the following functions and duties in accordance with established procedures or in the absence of same, as provided for by the CITY in the conduct of its own affairs.

2.1 The City agrees to provide financial services which shall include, but not limited to, management of HBCRA fiscal accounts, investment of HBCRA assets, payroll, accounting, budgeting, monthly and annual reporting, federal income and social security wage tax reporting, sales tax report, if any, and other fiscal needs in accordance with City Policies and Procedures related thereto. The Chief Financial Officer of the CITY shall act as the HBCRA Treasurer.

2.2 The City, to provide personnel services which shall include but not limited to, staff recruitment, training and compliance; record retention with respect to personnel actions and such other personnel services as may be needed. All employees of the HBCRA shall be entitled to participate in all benefit programs afforded to City employees. The City Clerk shall serve as the Clerk to the HBCRA Board.

2.3 The CITY, through the City Attorney's office, shall provide legal services to the HBCRA which shall include, but not limited to, attending all HBCRA Board and HBCRA Advisory Board meetings and advising the Boards; review of basic contracts and agreements; consulting with HBCRA staff on items which are not HBCRA subject specific; or when requested by HBCRA Executive Director and/or HBCRA Attorney.

2.4 The CITY shall, when requested by the HBCRA, provide engineering and planning services to advise the HBCRA and to assist in the implementation of the Plan.

2.5 The HBCRA will be permitted to utilize the services of the CITY's Purchasing Division with respect to purchasing services and goods necessary for the operation of HBCRA activities.

2.6 The HBCRA will be permitted to utilize the services of the CITY's Code Compliance Division with respect to promoting, protecting and improving the health, safety, and welfare of the community; to assist in eliminating violations and improving their property aesthetics and value; if voluntary compliance is not achieved then more formal methods of enforcement may be necessary.

177 2.7 The HBCRA will be permitted to utilize the services of the CITY's Public Works  
178 Department with respect to design services and construction services necessary for the operation  
179 of HBCRA activities.

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181 2.8 The CITY may make available public officials liability insurance and other forms of  
182 insurance deemed necessary by the CITY. Said insurance is to be determined at the sole  
183 discretion of the CITY.

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185 2.9 The HBCRA may request the CITY to provide other special services on occasion not  
186 initially set forth in this Agreement, subject to the CITY's consent.

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188 **ARTICLE 3**

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190 **METHOD OF REIMBURSEMENT AND COMPENSATION**

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192 3.1 Reimbursement to CITY. In consideration of providing the services described in  
193 Article 2 hereof by the CITY from October 1, 2011 through September 30, 2012, the HBCRA  
194 will compensate the CITY, to the extent funds of the HBCRA are budgeted and available and  
195 eligible for payment in accordance with Section 163.387(6), Florida Statutes, Nine Hundred  
196 Thousand Dollars, (\$900,000). The HBCRA's payment obligations under this Agreement  
197 constitute an obligation to pay and indebtedness in accordance with the Act.

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199 3.2 Method of Payment. The parties agree that the HBCRA's obligation to compensate  
200 the CITY pursuant to Section 3.1 hereinabove shall be made to the CITY in accordance with the  
201 HBCRA approved budget. It is recognized and acknowledged that full compensation to the CITY  
202 by the HBCRA may, during the term of this Agreement be waived, reduced, deferred or a  
203 combination thereof. Provided, however any outstanding payment obligation not waived shall be  
204 budgeted by the HBCRA and made available to the CITY prior to the termination of the trust  
205 fund as provided in Chapter 163 of Florida Statutes. These payments will be made in full through  
206 interagency fund transfer by December 31, 2011.

207  
208 3.3 Annual Statement and Payment. The CITY shall prepare and present to the HBCRA  
209 an annual statement in time for the preparation and submission of the HBCRA annual budget.  
210 The annual statements shall reflect current year anticipated costs and all unpaid obligation from  
211 prior periods. Any amounts contained in the approved HBCRA budget for payment to CITY shall  
212 be paid by the HBCRA prior to September 30, 2012, the end of fiscal year 2011-2012.

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214 **ARTICLE 4**

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216 **MISCELLANEOUS**

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218 4.1 Continued Cooperation. This Agreement assumes the close coordination and  
219 cooperation between the HBCRA and essential CITY staff and CITY functions particularly  
220 regarding financial administration, reporting and auditing; and administration and implementation  
221 of the Plan and capital projects.

222  
223 4.2 Term and Termination

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225 4.2.1 This agreement shall take effect October 1, 2011, and shall continue in effect  
226 through September 30, 2012, unless either party seeks to renegotiate or terminate this Agreement  
227 prior to said expiration date.

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4.2.2 This Agreement may be terminated by CITY or the HBCRA upon at least thirty (30) days advance written notice to the other party. After termination of the Agreement, the CITY shall transfer to the HBCRA copies of any documents, data, and information request by the HBCRA related to the services accomplished herein. Regardless of the termination of this Agreement, the HBCRA shall pay to the CITY any outstanding statement or statements for costs incurred but not billed as of the termination date.

4.3 Records. CITY and HBCRA shall keep records and accounts which shall be available at all reasonable times for examination and audit by HBCRA and shall be kept for a period after the completion of all work to be performed pursuant to this Agreement, in compliance with Florida State Record Retention Laws.

4.4 Sovereign Immunity. Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the CITY as set forth in Section 768.28, Florida Statutes.

4.5 Independent Contractor. The CITY is an independent contractor under this Agreement. Personal services provided by the CITY shall be by employees of the CITY and subject to supervision by the CITY and not as officers, employee, or agents of the HBCRA. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the CITY.

4.6 Assignments and Amendments.

4.6.1 This Agreement or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by HBCRA or CITY, without the prior written consent of the party.

4.6.2 It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

4.7 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended and remaining party, at the place last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this Article. For the present, the parties designate the following as the respective places for giving notice.

**To Hallandale Beach Community  
Redevelopment Agency:**  
HBCRA, Executive Director  
Hallandale Beach Community Redevelopment Agency  
400 S. Federal Highway  
Hallandale Beach, FL 33009

**To Hallandale Beach  
Community Redevelopment Agency Attorney:**  
Attention: Steven Zelkowitz, Esq. of Gray Robinson, P.A.

279 400 S. Federal Highway  
280 Hallandale Beach, FL 33009

281  
282 **To the City of Hallandale Beach:**  
283 City Manager  
284 City of Hallandale Beach  
285 400 S. Federal Highway  
286 Hallandale Beach, FL 33009

287  
288 **With Copy to:**  
289 City Attorney  
290 City of Hallandale Beach  
291 400 S. Federal Highway  
292 Hallandale Beach, Florida 33009

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296 4.8 Binding Authority. Each person signing this Agreement warrants that he or she has  
297 full legal power to execute this Agreement on behalf of the party for whom he or she is signing,  
298 and to bind and obligate such party with respect to all provision contained in this Agreement.

299  
300 4.9 Severability. If any provision of this Agreement or the application thereof to any  
301 person or situation shall to any extent, be held invalid or unenforceable, the remainder of this  
302 Agreement, and the application of such provision to the person or situations other than those as to  
303 which it shall have been held invalid or unenforceable shall continue in full force and effect, and  
304 be enforced to the fullest extent permitted by law.

305  
306 4.10. Governing Law. This Agreement shall be governed by the law of the State of  
307 Florida with venue in Broward County.

308  
309 4.11 Entire Agreement. This Agreement embodies the entire agreement between the  
310 parties. It may not be modified or terminated except as provided herein. It is further understood  
311 and agreed that this document incorporates and includes all prior negotiations, correspondence,  
312 conversations, agreements, or understanding applicable to the matters contained herein and the  
313 parties agree that there are no commitments, agreements, or understanding concerning the subject  
314 matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no  
315 deviation from the terms hereof shall be predicated upon and prior representation or agreements,  
316 whether oral or written.

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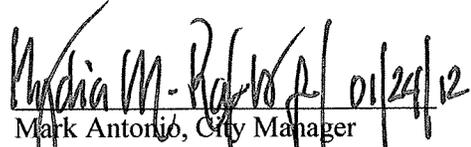
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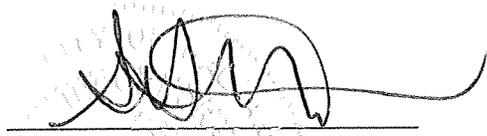
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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

CITY OF HALLANDALE BEACH

  
Mark Antonio, City Manager  
City of Hallandale Beach

ATTEST:

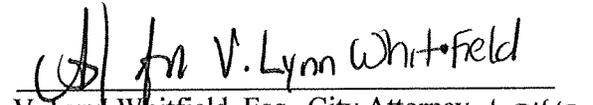


Sheena James, City Clerk  
City of Hallandale Beach

STATE OF FLORIDA  
COUNTY OF BROWARD

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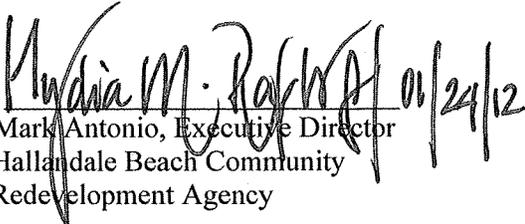
APPROVED AS TO LEGAL SUFFICIENCY  
and FORM for the use and reliance of  
City of Hallandale Beach

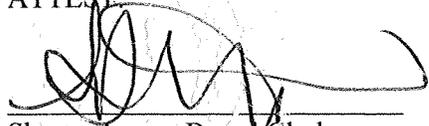
  
V. Lynn Whitfield, Esq., City Attorney 1-24-12  
City of Hallandale Beach

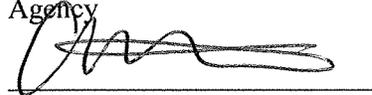
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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY through its authorization to execute same by Board of Directors on 10<sup>th</sup> day of JANUARY, 2012, and ~~CITY of Hallandale Beach~~ signing by and through its ~~City Manager~~ duly authorized to execute same. HBCRA Executive Director

HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY

By  01/24/12  
Mark Antonio, Executive Director  
Hallandale Beach Community  
Redevelopment Agency

ATTEST:  
  
Sheena James, Board Clerk  
Board Clerk to the Hallandale Beach  
Board of Directors

APPROVED AS TO LEGAL SUFFIENCY  
and FORM for the use and reliance of  
Hallandale Beach Community Redevelopment  
Agency  
  
Steven Zelkowitz, Esq. of  
Gray Robinson, P.A.  
HBCRA Attorney